

IN THE SENATE OF THE UNITED STATES.

APRIL 5, 1858.—Ordered to be printed.

Mr. YULEE submitted the following

REPORT.

*The Committee on Post Offices and Post Roads, to whom was referred the memorial of John M. Hinton, praying additional compensation to indemnify him for losses in consequence of the yellow fever at Norfolk, in 1855, beg leave to report :*

The memorialist alleges that in the year 1855 he was contractor for carrying a daily mail from Norfolk, in Virginia, to Elizabeth City, in North Carolina, and a tri-weekly mail from the latter place to Edenton, in North Carolina, a distance in all of about seventy-five miles ; that he undertook the service at almost a nominal price, viz : fourteen hundred dollars per annum, intending to rely upon the income derived from the transportation of passengers to and from those places—particularly between Norfolk and Elizabeth city—to make his profits, and to that end he put upon the line between those points four-horse instead of two-horse coaches ; that soon after commencing service the yellow fever broke out in Norfolk, and prevailed to such an alarming extent that the town authorities of Elizabeth City passed an ordinance prohibiting the bringing of passengers, or even the mails to that place from Norfolk, and he was thereby deprived of all income from passenger transportation during the months of August, September, October, and a part of November, of that year, and since that time the travel between those points has been much less than it was before the epidemic appeared in Norfolk.

In view of these facts, and the fact that he sustained a heavy loss in supporting his team unemployed during the existence of the yellow fever at Norfolk, he prays that Congress will authorize to be paid to him additional compensation for said service, to indemnify him for said losses, and to bring the value of the service up to what it is really worth, aside from the profits of passenger transportation.

The casualty which interfered with the profits of the contractor was one which the government cannot insure against. If by reason of any unavoidable Providence he had been prevented from performing his contract, the penalty for failure might properly be remitted ; but

it does not seem that the transportation of the mail was prevented, but only that during a season of epidemic, extending from August to November, he was prohibited by the corporate authorities of one of the towns through which his route passed from bringing passengers there, and his prayer is, substantially, that the government will recompense him for the loss of income thus suffered.

While the committee regret that so unhappy a cause arose to disturb and disappoint the calculations upon which the proposals of the contractor were based, they do not perceive any just principle upon which this case can be distinguished from the numerous others in which the expectations of profit from a contract to serve the government are disappointed by unforeseen and even unavoidable causes.

They therefore recommend the following resolution :

*Resolved*, That the prayer of the memorialist ought not to be granted.